

Attorneys for Plaintiffs
MATTHEW LAYDON and the class members defined herein

MATTHEW LAYDON, on behalf of himself and all others similarly situated,) Case No.:
)
) Honorable:
Plaintiffs,)
) <u>CLASS ACTION COMPLAINT</u>
v.)
) COMPLAINT FOR BREACH OF
AMERICAN AIRLINES, INC.,) CONTRACT
)
Defendant.) DEMAND FOR JURY TRIAL
)
)
)

INTRODUCTION

2. American has a practice of cancelling and invalidating passengers' return tickets on roundtrip flights when passengers seek to use only the return portion of their tickets. At all relevant times, the Contract was silent as to any requirement that passengers' return flights were contingent on passengers' use of their initial outbound flights. As a result, American was wrongly depriving passengers of the benefit bargained for by refusing to honor the return flights of their roundtrip tickets.

3. In the past approximately two months, American apparently became aware of potential problems that could arise from invalidating passengers' tickets without any right to do so under the Contract. In that period, American amended its Conditions of Carriage. The Conditions now state, in pertinent part, "[y]ou can't buy a roundtrip ticket and only use the return flight..." At all times relevant to this lawsuit, this language was absent from Defendant's Conditions of Carriage.

4. The direct result of Defendant's conduct was that passengers who adhered to the terms of the Contract were unlawfully denied the benefit they paid for, i.e., their return flights. Passengers, through no fault of their own, were left stranded. Their only choices often included arranging for alternate transportation, purchasing a last-minute exorbitantly priced one-way ticket home, or paying a \$200 change fee to get on the exact same flight they had already booked and paid for.

5. Plaintiff is among the thousands of individuals who purchased roundtrip tickets during the four years preceding the filing of this Complaint through the point in the past approximately two months when Defendant published its revised Conditions of Carriage (the “Class Period”) and whose tickets were unlawfully invalidated. For this, Plaintiff brings this class action on behalf of himself and all similarly situated individuals.

JURISDICTION AND VENUE

6. This Court has original jurisdiction over this civil action pursuant to 28 U.S.C. § 1332(d)(2)(A). The matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs. Further, at least one member of the class of Plaintiffs is a citizen of a State different from Defendant.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Defendant is a resident of this district under 28 U.S.C. § 1391(c), a substantial part of the events or omissions giving rise to the claim occurred in this district and Defendant is subject to the Court's personal jurisdiction with respect to this action.

THE PARTIES

9. Defendant, American Airlines, is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Fort Worth, Texas. Further, American has a hub at Los Angeles International Airport (“LAX”), operating the largest network of routes out of LAX.

FACTUAL ALLEGATIONS

11. After completing the purchase of his roundtrip ticket, unforeseen circumstances arose that prevented Mr. Laydon from flying on Flight 1428 from LAX to PHX. Due to the unforeseen circumstances, Mr. Laydon rented a car and still made the trip to Phoenix.

12. On, or about, February 6, 2018, Mr. Laydon called American's Reservations department. He informed American that he no longer needed his initial outbound flight from LAX to PHX. He also made clear that he was still going to Phoenix and intended to use his return flight from PHX to LAX on February 10, 2018. In doing so, this allowed American the opportunity to re-sell Mr. Laydon's seat on Flight 1428 from LAX to PHX.

1 13. On February 9, 2018, Mr. Laydon attempted to check in online for his February
2 10 return trip on Flight 1455 from PHX to LAX. When he attempted to do so, American's
3 website informed him that he did not have a reservation on Flight 1455.

4 14. Mr. Laydon called the American Reservations department the evening of
5 February 9, 2018, from Scottsdale, Arizona. He asked American to confirm the seat he had
6 purchased on Flight 1455. American informed him that his ticket had been cancelled.

7 15. After informing Mr. Laydon that his ticket had been invalidated, Mr. Laydon
8 inquired of his options. American informed him that he could pay a \$200 change fee plus the
9 difference between the now-more expensive one-way return flight and the previously paid for
10 roundtrip return flight. He also had the option of purchasing a new, last-minute, one-way ticket
11 at an exorbitant cost.

12 16. Mr. Laydon inquired of American why he would pay a \$200 change fee to fly on
13 the same Flight 1455 for which he had already purchased a ticket. American informed him that
14 when he did not use his initial outgoing flight, this constituted a change. Mr. Laydon responded
15 that nothing about his ticket for transportation aboard Flight 1455 had changed. He explained
16 that he did not use the flight from LAX to PHX and simply gave up a portion of the benefit that
17 he had paid for.

18 17. American refused to honor Mr. Laydon's ticket on Flight 1455 from PHX to
19 LAX. In an attempt to mitigate his loss, Mr. Laydon rented a car and drove back to Los Angeles
20 on February 10, 2018.

21 18. The Contract, as it was written at the time Mr. Laydon purchased his roundtrip
22 ticket, contained no prohibition against using only the return flight of a roundtrip ticket. The
23 Contract contained no requirement that Mr. Laydon fly from LAX to PHX in order to use his
24 return ticket from PHX to LAX.

25 19. At some point in the past approximately two months, after Mr. Laydon's
26 disagreement with American, American amended its Conditions of Carriage. By its own
27 admission as stated in the revised Conditions, American did so "to make our policies clearer and
28 easier to understand." In the revised Conditions, American now expressly states that "you can't

1 buy a roundtrip ticket and only use the return flight....” Again, this language was completely
 2 absent from the Conditions prior to the revision in the past approximately two months.

3 20. Plaintiff acknowledges that American’s revised Conditions of Carriage now
 4 explicitly state that American has the right to invalidate a ticket and disallow the use of the return
 5 flight of a roundtrip, if the first flight of the roundtrip is not used. Plaintiff’s sole cause of action
 6 in the Complaint is for breach of contract. Per the terms of the Contract, the Conditions of
 7 Carriage are to be governed and interpreted under the laws of the State of Texas. The statute of
 8 limitations in Texas for breach of contract is four years. As a result, the Class Period extends
 9 from the four years preceding the filing of this Complaint through the time at which American
 10 published its revised Conditions of Carriage in the past approximately two months.

11 **CLASS ACTION ALLEGATIONS**

12 21. Plaintiff brings this action on behalf of himself and all others similarly situated
 13 pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. The class which Plaintiff
 14 seeks to represent is composed of and defined as follows:

15 All persons in the United States who purchased roundtrip tickets for
 16 transportation provided by American between points in the United States,
 17 including Puerto Rico and the U.S. Virgin Islands, and whose return tickets were
 18 invalidated when those persons sought to use only the return tickets (“Plaintiff
 19 Class”). The class period shall extend from the four years preceding the filing of
 20 this Complaint through the time at which American published its revised
 21 Conditions of Carriage, in the past approximately two months, which expressly
 22 prohibit the use of the return flight only, of a roundtrip ticket. Specifically
 23 excluded from the Plaintiff Class are those persons who purchased roundtrip
 24 excursion fare tickets. Also excluded from the Plaintiff Class are Defendant;
 officers, directors or employees of Defendant; any entity in which Defendant has
 a controlling interest; the affiliates, legal representatives, attorneys, heirs, or
 assigns of Defendant; and any federal, state or local governmental entity, and any
 judge, justice or judicial officer presiding over this matter and the member of their
 immediate families and judicial staffs.

25 22. This action has been brought and may be maintained as a class action. The
 26 Plaintiff Class satisfies all requirements of Rule 23 for maintaining a class action, including the
 27 following:

28 (a) **Numerosity:** The Plaintiff Class is so numerous that the individual
 joinder of all members is impracticable under the circumstances of this case. While the exact

1 number of class members is unknown to Plaintiff at this time, based upon the size of American
 2 and the number of daily flights it operates, Plaintiff is informed and believes that during the
 3 Class Period, tens of thousands of passengers nationwide had return tickets on roundtrip flights
 4 invalidated by American for not using the first flight of the roundtrip. Joinder of all members of
 5 the Plaintiff Class is not practicable.

6 (b) Common Questions Predominate: Common questions of law and fact
 7 exist as to all members of the Plaintiff Class and predominate over any questions which affect
 8 only individual members of the class. These common questions of law and fact include, without
 9 limitation:

10 (i) Whether the Contract required class members traveling on non-
 11 excursion fare roundtrip flights to use their initial outbound flights in order to retain their rights
 12 to use their return tickets.

13 (ii) Whether Defendant breached the Contract by imposing an extra-
 14 contractual requirement on class members traveling on non-excursion fare roundtrip flights to
 15 use their initial outbound flights in order to retain their rights to use their return tickets; and

16 (iii) Whether Plaintiff and the class members are entitled to
 17 compensatory damages and, if so, the nature of such damages.

18 (c) Typicality: Plaintiff's claims are typical of the claims of the members
 19 of the Plaintiff Class. Plaintiff and all members of the Plaintiff Class sustained injuries and
 20 damages arising out of American's common course of conduct, which constituted a breach of the
 21 Contract.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of
 23 the members of the Plaintiff Class. Mr. Laydon is an adequate representative with no interest
 24 adverse to the absent class members. Plaintiff has retained counsel with substantial experience
 25 and success in federal court and in the prosecution of consumer protection litigation, civil rights
 26 actions and complex civil litigation. Counsel are diverse, high-level, litigators who have obtained
 27 six figure jury verdicts in both Federal and State Courts in the past year alone. In addition,
 28 counsel has argued and obtained decisions before the Ninth Circuit Court of Appeals and

1 obtained numerous published decisions before the United States District Courts of Arizona and
2 California.

3 (e) Superiority: A class action is superior to other available means for the
4 fair and efficient adjudication of this controversy since individual joinder of all members of the
5 class is impracticable. Class action treatment will permit a large number of similarly situated
6 persons to prosecute their common claims in a single forum simultaneously, efficiently and
7 without the unnecessary duplication of effort and expense that numerous individual actions
8 would engender. Further, as the damages suffered by each individual member of the Plaintiff
9 Class may be relatively small, the expenses and burden of individual litigation would make it
10 difficult or impossible for individual members of the class to redress the wrongs done to them,
11 while an important public interest will be served by addressing the matter as a class action. The
12 cost to the court system of adjudication of such individualized litigation would be substantial.
13 Individualized litigation would also present the potential for inconsistent or contradictory
14 judgments.

15 (f) Plaintiff is unaware of any difficulties that are likely to be encountered in
16 the management of this action that would preclude its maintenance as a class action.

17 23. Plaintiff anticipates that individual notice by mail or email may be achieved
18 through reasonable effort.

19 **CAUSE OF ACTION: BREACH OF CONTRACT**

20 24. Plaintiff incorporates by reference and re-alleges the foregoing paragraphs of this
21 Complaint as though fully set forth herein.

22 25. Plaintiff and all other class members entered into a valid and enforceable contract
23 with American for transportation between points in the United States, including Puerto Rico and
24 the U.S. Virgin Islands. The passengers' tickets and the Conditions of Carriage in effect during
25 the Class Period constituted the Contract and contained identical provisions relevant to this
26 action.

27 26. Plaintiff and the class have fully performed all of their obligations under the
28 Contract.

1 27. American materially breached the Contract with Plaintiff and all class members
2 by refusing to provide the transport services specified in the Contract, namely the return flights
3 on roundtrip tickets.

4 28. As a direct result of American's breach, Plaintiff and all class members have been
5 damaged in an amount according to proof at trial in that, among other things, they were deprived
6 of the benefit bargained for under the Contract, were forced to pay change fees and were forced
7 to purchase additional tickets or arrange for alternate transportation.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually and on behalf of the class, prays for the following:

- 10 A. For judgment in favor of Plaintiff and the Plaintiff Class and against Defendant;
11 B. For an order certifying the Plaintiff Class under Rule 23 of the Federal Rules of
12 Civil Procedure and naming Plaintiff Matthew Laydon as the class representative and Plaintiff's
13 attorneys as class counsel to represent members of the Plaintiff Class;
14 C. For compensatory damages;
15 D. An award of costs and reasonable attorneys' fees;
16 E. Pre-judgment and post-judgment interest; and
17 F. For any other such relief, whether legal or equitable, that the Court deems just and
18 proper.

19 **JURY TRIAL DEMAND**

20 Plaintiff, on his own behalf and on behalf of all others similarly situated, hereby demands
21 a trial by jury.

22
23 Dated: April 11, 2018

PICCUTA LAW GROUP, LLP

/s/ C.T. Piccuta

Charles Tony Piccuta
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MATTHEW LAYDON and the class
members defined herein